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SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30.			1. REQUISI NUMBER A21272930	ITION	PAGE PAGE	S 1 OF (1) (S)	
2. CONTRACT NO. GS04Q14DBC0037	3. AWARD/EFFECTIVE DATE 09/26/2014	4. ORDER NUMBER		5. SOLICITA NUMBER	TION 6. SOLICITATION ISSUE DATE		
7. FOR SOLICITATION NFORMATION CALL:	a. NAME			b. TELEPH NUMBER (I Calls)			FER DUE / LOCAL TIME
9. ISSUED BY GSA Region 04 Faith Shelton 401 W. Peachtree Street Atlanta, GA 30308-0000 United States (404) 215-8777		10. IS	THIS ACQUISIT UNRESTRICT SET ASIDE: %	FOB DESTI UNLESS BI MARKED	INATION	TERM NET 3	0 DAYS / 0.00 AYS / 0.00 % (
		BUS	SMALL BUSIN HUBZONE SM SINESS	13a. T	13a. THIS CONTRACT IS A RATE ORDER UNDER DPAS (15 CFR 700)		
			8(A)	13b. RATIN	13b. RATING		
		I	CS: SIC: E STANDARD:	14. METHO	14. METHOD OF SOLICITATION		
15. DELIVER TO CPT Melissa Fusco Support Battalion, 1st SW Building D-2302, Ardenne Fort Bragg, NC 28310-96 Jnited States 910) 396-6619	es Street		ADMINISTEREI h Shelton (404) 2				
17a. CONTRACTOR/ OFFEROR Sara Green DEPLOYED RESOURCES, LLC 1729 N GEORGE STREET Rome, NY 13440-2719 United States (229) 237-4411		Gen The	18a. PAYMENT WILL BE MADE BY General Services Administration (FUND) The contractor shall follow these Invoice Submission Instructions. The contractor shall submit invoices electronically. For additional assistance contact the ASSIST Helpdesk at 877-472-4877				
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED				

19.	20.	21.	22.	23.	24.
ITEM	SCHEDULE OF	QUANTITY	UNIT	UNIT PRICE	AMOUNT
NO	SUPPLIES/SERVICES				
ITEM NO.	TASK ITEM DESCRIPTION		PREVIOUS MOD	MOD CHANGE	
			AMT	AMT	AMT
0001	Base Year - Life Support Services for Freedom Training Area II		\$0.00	\$676,225.00	\$676,225.00

Contract Number: ID04140115

Contract Title: Life Support Services for Freedom Training Area II

- 1. The subject contract is issued in accordance with the Performance Work Statement (PWS) dated May 1, 2014 and the Contractor's proposal submitted by Sara Green via ITSS dated September 16, 2014. The Base Year is awarded in accordance with the Period of Performance dates stated below.
- 2. The funded and ceiling amounts are as follows:

Base Year: 09/26/2014 - 09/25/2015

- a. Awarded Ceiling: \$676,225.00
- b. Labor Ceiling: \$139,945.00 c. Equipment Ceiling: \$459,720.00 d. ODCs Ceiling: \$76,560.00

Base Year Funded Amount:

- a. Labor \$139,945.00
- b. Equipment \$459,720.00
- c. ODCs \$76,560.00
- d. Total: \$676,225.00

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- 3. The total funded ceiling for the Base Year is \$676,225.00.
- 4. The total contract price is \$2,028,675.00, which includes the performance period for the Base Year and all option years.
- 5. The contractor may not change the labor categories or reallocate hours without prior approval from the Contracting Officer.

6. Invoices shall be submitted simultaneously to GSA's electronic Web-Based Order Processing System (currently ITSS) and to GSA's Financial Operations and Disbursement Branch (BCEB) not later than five (5) workdays after acceptance by the Government of the product, service, and/or cost item. In the absence of Government acceptance of services within thirty (30) days, the contractor shall submit an invoice. Invoices shall be submitted monthly through GSA's electronic Web-Based Ordering Processing System to allow the client to electronically accept and certify services received by the Contractor Officer Representative (COR). Electronic acceptance by the COR is considered concurrence and acceptance of services. The Contractor shall also submit a proper invoice to GSA's BCEB.

Original invoices shall be marked (stamped) "Original Copy" and submitted to GSA. For revised invoices, the Contractor should provide 1) a distinguishing invoice number, 2) a brief explanation and 3) a cross reference to any previous invoice submission(s) for purposes of tracking and avoiding duplicate payments. The contractors can distinguish revised invoices by inserting an "R" at the end of the original invoice number, i.e. Inv123456 (original), Inv123456R (revised).

Contractor may submit an electronic invoice on GSA's Kansas City web site,
www.finance.gsa.gov. Please ensure that your Accounts Receivable Department receives a copy of this form for invoicing information

www.finance.gsa.gov. Plo	•			ives a copy of this form for in	voicing information.	
7. All other terms and conditions remain the same. 25. ACCOUNTING AND APPROPRIATION DATA (b) (4)			26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$676,225.00			
27a. SOLICITATIO ATTACHED. ADDENDA		REFE	RENCE FAR 52.212-1, 52.	212-4. FAR 52.212-3 and 5	52.212-5 ARE	
27b. CONTRACT/F ADDENDAY ATTACHE		ORPO	RATES BY REFERENCE	FAR 52.212-4. FAR 52.21	2-5 IS ATTACHED.	
28. CONTRACTOR IS NOT REQUIRED TO SIGN THIS RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELFORTH OR OTHERWISE IDENTIFIED ABOVE AND OIS SHEETS SUBJECT TO THE TERMS AND CONDITION			LIVER ALL ITEMS SET N ANY ADDITIONAL	OFFER DATE . YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING AI ADDITIONS OR CHANGES WHICH ARE SECONT HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)	30c. DATE SIGNED		Faith Shelton 31b. NAME OF CONTRACTING OFFICER (Type or print) Faith Shelton (404) 215-8777		31c. DATE SIGNED 9/24/2014	
32a. QUANTITY IN COLUMN 21 HAS BEEN			32b. SIGNATURE OF AUTHORIZED GOVT. 32c. DATE REPRESENTATIVE			
32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER	34. VOUCHER NUMBE	R	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		
37. CHECK NUMBER		38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)				
41b. SIGNATURE AND 41c. DATE TITLE OF CERTIFYING		42b. RECEIVED AT (Location)				
OFFICER GSA Finance Customer Support 816-926-7287			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS		
			REVERSE SIDE FOR CONTROL NUMBER		ANDARD FORM 1449 (REV. 4-2002 FAR (48 CFR) 53.212	

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AND PAPERWORK BURDEN STATEMENT

GENERAL SERVICES ADMINISTRATION

Federal Acquisition Service Assisted Acquisition Services Division Southeast Sunbelt Region

Performance Work Statement

Task Order No: ID04140115
Task Order Title: Life Support Services for Freedom Training Area

Date: 18 March 2014

- **1.0 Introduction.** Work is to be accomplished for the U.S. Army, Support Battalion/1st SWTG (A) at FOB Freedom/Freedom Village, Camp Mackall, North Carolina, herein referred to as client, through the General Services Administration (GSA), Federal Acquisition Service (FAS), Assisted Acquisition Services Division, Southeast Sunbelt Region.
- 1.1 Point(s) of Contact.

GSA Senior Contracting Officer (SCO)

Name: Faith V. Shelton

Address: 401 W. Peachtree Street
City, State, Zip: Atlanta, GA 30308
Phone: (404) 215-8777
E-mail: faith.shelton@gsa.gov

GSA Customer Account Manager (CAM)

Name: Jacqueline Milton

Address:401 W. Peachtree Street NW City, State, Zip: Atlanta, GA 30308 Phone: (404) 224-2203

E-mail: jacqueline.milton@gsa.gov

Client Representative (CR)

Name: CPT Melissa Fusco

Organization: Support Battalion, 1st SWTG (A) Address: Ardennes Street, Building D-2302

City, State, Zip: Ft. Bragg, NC 28310 Phone: (910) 396-6619

E-mail: melissa.fusco@ahqb.soc.mil

1.2 Background. The 1st Special Warfare Training Group (Airborne) is responsible for the initial and advanced training for the Army's Civil Affairs (CA) and Military Information Support Operations (MISO). The training pipeline is programmed for 24 MISO officers, 96 MISO NCOs, 50 Reserve MISO Officers, and 10 allied and sister services per combined class. For CA, The training pipeline is programmed for 24 CA officers, 48 CA NCOs, 50 Reserve CA officers, and 10 allied and sister services per combined class. The total student population is programmed for 312 students. The total cadre population in order to support this class size is 60 bringing the total population on the Freedom training area to 372. September 2008, USAJFKSWCS was informed that Department of the Army was going to expand the CA capability to the GPF, thus further increasing the class size per class by ~130 starting in 3rd Otr FY 10. The total CA growth for active and reserve forces is 1691 over a five year period.

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Training is programmed to start in FY 11 and finish in FY 17. This brings the required FTA student population to ~442 (not to include the additional cadre and role player support).

Currently, the Freedom Training Area is used for the majority of the year serving all three ARSOF Regiments (SF, CA, MISO), Cultural Support Team Training Course, Assessment and Selection CA and MISO Reserve AIT, and by multiple operational units and sister services for field training exercises. Activities at the FTA impact more than 3,000 service members annually.

- **1.3 Objective.** The objective of this task order is to obtain contractor support to furnish temporary facilities including all necessary equipment, labor, supervision and supplies necessary for the Support Battalion/1st SWTG (A) at FOB Freedom/Freedom Village to accommodate as many as 394 students at any given time for up to 50 training weeks. Support Battalion requires site support for day-to-day operations, portable offices, latrine service, potable water/waste water services, shower units, sink units, self serve laundry, environmental control unit (ECU) maintenance, generator maintenance, structure maintenance for government owned structures, general maintenance, and site support equipment.
- **1.4 Task Order Type.** This task order is performance-based, firm fixed price, severable.
- **1.5 Period of Performance.** The duration of this task order is a 1-year base period of performance with <u>two 1-year options</u>. The base period shall be from date of task order award to one year thereafter. The option periods, if exercised by the Government, shall begin at date of option award and end one year thereafter.

Base Period: 09/01/2014 (or date of award for one year) to 08/31/2015

Option Period 1: 09/01/2015 to 08/31/2016 Option Period 2: 09/01/2016 to 08/31/2017

- 1.6 Incorporated Clauses (Full Text)
- **1.6.1 FAR 52.217-8, Option to Extend Services** (**Nov 1999**). The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The CO may exercise the option by written notice to the Contractor within 30 calendar days of the end of the task order.
- 1.6.2 FAR 52.217-9, Option to Extend the Term of the Contract (Mar 2000).
 - **a.** The Government may extend the term of this contract by written notice to the contractor within 30 calendar days before the contract expires; provided that the Government gives the contractor a preliminary written notice of its intent to extend at least 60 calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.
 - **b.** If the Government exercises this option, the extended contract shall be considered to include this option clause.
 - **c.** The total duration of this contract, including the exercise of any options under this clause, shall not exceed <u>three (3) years</u>.
- 1.6.3 GSAR 552.237-71, Qualifications of Employees (May 1989).

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- **a.** The Contracting Officer or a designated representative may require the contractor to remove any employee(s) from GSA controlled buildings or other real property should it be determined that the individual(s) is either unsuitable for security reasons or otherwise unfit to work on GSA controlled property.
- **b.** The contractor shall fill out and cause each of its employees performing work on the contract work to fill out, for submission to the Government, such forms as may be necessary for security or other reasons. Upon request of the Contracting Officer, the contractor and its employees shall be fingerprinted.
- c. Each employee of the contractor shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151, or, who presents other evidence from the Immigration and Naturalization Service that employment will not affect his immigration status.

1.6.4 DFARS 252.201-7000, Contracting Officer's Representative (Dec 1991).

- (a) Definition. "Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the Contracting Officer to perform specific technical or administrative functions.
- (b) If the Contracting Officer designates a Contracting Officer's Representative (COR), the contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the Contracting Officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

1.6.5 DFARS 252.232-7007, Limitation of Government's Obligation, Alternate I (May 2006).

- (a) Contract line item <u>0001</u> is incrementally funded. The sum of <u>\$TBD</u> is presently available for payment and allotted to this contract. An allotment schedule is contained in paragraph (j) of this clause.
- (b) For item(s) identified in paragraph (a) of this clause, the contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the contractor will notify the Contracting Officer in writing at least <u>sixty days</u> prior to the date when, in the contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a

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subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

- (d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.
- (e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."
- (f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.
- (g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.
- (h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.
- (j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On Execution of Contract/Option							
Initial Award	\$xxx						
TBD	\$xxx						

1.7 FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998). This task order incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

https://www.acquisition.gov/far/index.html.

- 1.7.1 FAR 52.217-5, Evaluation of Options (Jul 1990).
- 1.7.2 FAR 52.232-18, Availability of Funds (Apr 1984).
- 1.7.3 FAR 52.212-4, Contract Terms and Conditions Commercial Items, Alternate I (Oct 2008).

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- 1.7.4 FAR 52-204-9, Personal Identity Verification of Contractor Personnel (Sept 2007).
- 1.7.5 FAR 52.222-54, Employment Eligibility Verification (E-verify) (Jan 2009).
- 1.7.6 FAR 52.246-4, Inspection of Services Fixed-Price (Aug 1996).
- **Scope.** The contractor shall provide turn-key portable office, shower, restroom and laundry units of no more than twenty (20) feet in length overall (due to space requirements) that shall be solid, climate controlled and securable.

FOB Freedom requires the following contractor supplied support:

- Two hygiene units with 16 sinks per unit to be located at FOB Freedom
- Five shower units with six shower heads and two sinks per unit
- One laundry unit with six washers and dryers
- Four toilet units with five commodes and one urinal per unit
- Four 16' x 20' office units with outlets to support communication and IT infrastructure

Freedom Village requires the following contractor supplied support:

■ One toilet unit with five commodes and one urinal per unit

3.0 Performance Requirements.

3.1 The vendor shall provide all equipment, labor, supervision, supplies, and items necessary in support of Support Battalion/1st SWTG (A) at FOB Freedom/Freedom Village. The FOB hosts as many as 394 students at any given time for all 50 training weeks. Therefore, all work will be completed by the agreed upon date, 15 September 2011 (to be determined based on award date).

3.1.1 Portable Units (Additional Descriptions Below)

The vendor will provide engineered NEC 2008 compliant portable units of no more than 20' in length due to space constraints on FOB Freedom. These portable units will be solid, climate controlled, and securable. Units will be subdued in color to blend in with a FOB environment.

3.1.2 Portable Office Units

The vendor will provide two hard wall temporary office structures for use by White Cell and a temporary company facility. Each structure will provide for a minimum of 320 square feet of usable office space. The units will be climate controlled and be engineered to accommodate personnel. Units will be supplied with standard field office equipment. The vendor will provide 4 each portable office units for FOB Freedom to be configured as needed to support the mission.

3.1.3 Portable Shower Units

Provide portable shower units with one showerhead and one hand washing. shaving station per 20 soldiers. Units are to have hot and cold water. The vendor will maintain showers and keep clean and sanitary condition, and provide power, grey and potable water storage tanks.

3.1.4 Portable Restroom Units

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Provide portable restroom units with one stall/urinal per 20 soldiers. Units are to have hot and cold water supplies at lavatories. The vendor will maintain restrooms and keep in a clean and sanitary condition, and provide connections to power, waste water and potable water storage tanks. One restroom unit will be located in Freedom Village and four will be located on FOB Freedom.

3.2 Waste Water Removal

The vendor will provide removal of waste water generated from training operations (showers, restrooms, sinks, food service operations, etc.) from vendor provided collection tanks.

3.3 Potable Water Delivery

The vendor will deliver potable water necessary to operate showers, sinks, and food service operations. Water will be stored for use in potable water storage tanks provided by the vendor.

3.4 Drinking Water

The vendor will provide bulk potable drinking water at FOB's and remote areas as required. The vendor will provide two gallons of drinking water per person per day at each location. The vendor will test a minimum of twice daily. All drinking water rotated daily and fresh drinking water will be delivered.

3.5 Hand Washing Stations

The vendor will provide and service hand washing stations. Hand washing stations will be cleaned and serviced each day as needed. The placement will be in accordance with training exercise needs.

3.6 Laundry

The vendor will provide self-service laundry facilities sufficient to serve the number of soldiers involved in the training exercise. The vendor will provide power, fueling, potable and waste water systems, and daily maintenance and cleaning.

3.7 Power

The vendor will make connections to existing power grid onsite via licensed electricians in accordance with local and national electrical codes. All power connections will be done with Camp Mackall DPW/Electrical Staff.

- **3.8 Program Support.** The contractor shall ensure that the requirements of this task order are accomplished.
 - **a.** The contractor shall participate in meetings, reviews, and briefings associated with this task order. Support for periodic teleconferences will be required.
 - **b.** The contractor shall provide a daily reporting platform capable of being fully delivered to all project stakeholders and Freedom Training Area Staff that includes daily activities, materials in/out, cleaning schedules, staffing, safety training topics, etc.

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4.0 Performance Criteria Matrix.

PWS Referenc e	Deliverable or Required Services	Performance Standard(s)	Acceptable Quality Level (AQL)	Method of Surveillanc e
PWS Section 3.1 – 3.1.4	Portable units installed and operational.	Delivery in accordance with Government-approved timeline.	On-time delivery at 100% level	100% Inspection
PWS Section 3.2	Waste water removed at regular intervals as required by volume of use	Delivery in accordance with Government-approved timeline.	On-time delivery at 100% level	100% Inspection
PWS Section 3.3	Potable water delivered and satisfactory/usab le level maintained in accordance with user needs	Delivery in accordance with Government-approved timeline.	On-time delivery at 90% level	100% Inspection
PWS Section 3.4	Drinking water replenished on an as-needed basis	Delivery in accordance with Government-approved timeline.	On-time delivery at 100% level	Periodic Inspection
PWS Section 3.5	Hand washing stations serviced on a routine basis as needed	Area should maintain an acceptable level of cleanliness and receive daily service	On-time delivery at 90% level	Periodic Inspection
PWS Section 3.6	Laundry facilities	Laundry facilities shall be operational and serviced on a routine basis in order to meet an acceptable level of cleanliness and serviceability	On-time delivery at 90% level	Periodic Inspection

- **Task Order Deliverables.** All deliverables shall be delivered to the Client Representative no later than the dates specified in the Performance Matrix or other Government-approved schedule. All deliverables become property of the client.
- **5.1 Initial Business and Technical Meeting.** Within ten (10) work days following the task award date, the contractor shall meet with the Client Representative to review goals and objectives of this task order and to discuss technical requirements.

6.0 Reserved.

7.0 Inspection and Acceptance. Inspection and acceptance will occur in accordance with FAR 52-246-4(a), Inspection of Services-Fixed Price. In the absence of other agreements negotiated with respect to time provided for Government review, deliverables will be inspected and the contractor notified of the Client Representative's findings within five (5) work days of normally scheduled

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review. If the deliverables are not acceptable, the Client Representative will notify the contractor immediately. Acceptance of invoices shall constitute acceptance of performance.

<u>Unsatisfactory Work</u>. Performance by the contractor to correct defects found by the Government as a result of quality assurance surveillance and by the contractor as a result of quality control shall be at the contractor's own expense without additional reimbursement by the Government. Unless otherwise negotiated, the contractor shall correct or replace all non-conforming services or deliverables not later than five (5) work days after notification of non-conformance.

- 7.1 Quality Control Plan. The contractor shall ensure that the Quality Control Plan (QCP) provided is applied to this task order. Not later then ten (10) calendar days after task order award, the contractor shall either 1) notify the GSA Contracting Officer that the existing QCP is sufficient and no modifications are needed, or 2) submit a modified QCP to the GSA Contracting Officer for acceptance. The GSA Contracting Officer will notify the contractor of acceptance or identify modifications that the contractor needs to make to the plan. If modifications are needed, the contractor shall make the applicable modifications and re-submit the QCP to the GSA Contracting Officer for acceptance within thirty (30) calendar days after task order award.
- **Quality Assurance.** The Government will evaluate the contractor's performance of this task order. For those tasks listed in the Performance Matrix, the Client Representative or other designated evaluator will follow the method of surveillance specified in this task order. Government personnel will record all surveillance observations. When an observation indicates defective performance, the client Program Manager or other designated evaluator will require the contractor manager or representative at the site to initial the observation. The initialing of the observation does not necessarily constitute concurrence with the observation. It acknowledges that the contractor has been made aware of the non-compliance. Government surveillance of tasks not listed in the Performance Matrix or by methods other than those listed in the Performance Matrix (such as provided in the Inspection clause) may occur during the performance period of this task order. Such surveillance will be done according to standard inspection procedures or other task order provisions. Any action taken by the CO as a result of surveillance will be according to the terms of the task order.

8.0 Task Order Terms and Conditions

- **8.1 Place of Performance.** Work will be performed primarily "on-site" within Government facilities at the Freedom Training Area (FTA), Camp Mackall, NC. Freedom Training Area consists of:
 - FOB Freedom and the its immediate surrounding area, see attached.

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Freedom Village and its immediate training area

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- **8.2 Hours of Operation**. Hours of operations will be 24/7 during training operations.
- **8.2.1 Overtime.** Overtime is not authorized on this task order. Overtime is defined as hours billed at a premium over and above the awarded labor rate.
- **8.2.2 Extended Hours.** Extended hours are not authorized on this task order. Extended hours are defined as any hours in excess of eighty (80) hours in a two (2) week billing period.
- **8.3 Task Management.** The client shall identify a Client Representative (CR). Management of this task will be performed by GSA through the CR. The CR will provide technical assistance and clarification required for the performance of this task, participate in project meetings, and receive task order deliverables. Deliverables must be submitted through or documented within GSA's IT Solutions Shop (ITSS) web-based order processing system for client acceptance.
- **8.3.1** Contracting Officer's Representative (COR) Designation. After task order award, the GSA Contracting Officer will appoint a COR and issue a COR appointment letter stating the authority for the COR. The contractor will receive a copy of the written designation.
- **Expertise.** The contractor is responsible for providing personnel who are fully qualified to perform the requirements identified in this performance work statement. Some areas merit additional qualification information:

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- **8.5 Disclosure of Information.** Information made available to the contractor by the Government for the performance or administration of this effort shall be used only for those purposes and shall not be used in any other way without the written agreement of the GSA Contracting Officer. The contractor agrees to assume responsibility for protecting the confidentiality of Government records, which are not public information. Each contractor or employee of the contractor to whom information may be made available or disclosed shall be notified in writing by the contractor that such information may be disclosed only for a purpose and to the extent authorized herein.
- 8.6 Limited Use of Data. Performance of this task order may require the contractor to access and use data and information proprietary to a Government agency or Government contractor which is of such a nature that its dissemination or use, other than in performance of this effort, would be adverse to the interests of the Government and/or others. Contractor and/or contractor personnel shall not divulge or release data or information developed or obtained in performance of this effort, until made public by the Government, except to authorize Government personnel or upon written approval of the GSA Contracting Officer. The contractor shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as required in the performance of this effort. Nothing herein shall preclude the use of any data independently acquired by the contractor without such limitations or prohibit an agreement at no cost to the Government between the contractor and the data owner which provides for greater rights to the contractor.

8.7 Government Furnished Items.

- **a.** Equipment (GFE). The Government will provide the contractor a dedicated work area for on-site support. This work area will be enough room for one office unit, a storage trailer, and a staging area for dedicated support vehicles.
- **b. Information.** The Government will provide access to all necessary information and documentation required for this effort.
- **8.8 Contractor Furnished Items.** Except for those items or services stated as Government furnished, the contractor must furnish everything needed to perform this task order according to all its terms. The contractor shall provide training that is necessary for contractor personnel at their own expense. The contractor will utilize his own portable office space and storage trailer.
- **8.9 Support Items.** Support items are categories of charges utilized by the contractor in the performance of the contract service. Support items are ancillary in nature and integrally related to the contractor's ability to perform the service being acquired, i.e., they must be necessary for the completion of the task. The acquisition of support items cannot be the primary purpose of a task order. A support item must satisfy the criteria expressed within the scope of the contract/task order and must not duplicate costs covered in other areas of a contract.
- **8.9.1** Contract Support Items (CSIs). CSIs are support items already awarded and priced in the CSI SIN of the Schedule Contract. Prices for CSIs have already been determined to be fair and reasonable by the Schedule CO. The acquisition of CSIs can neither be the primary purpose of a task order nor ordered separate and apart from a service task.

No CSIs are anticipated or authorized.

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8.9.2 Open Market (non-schedule) Items. Open Market items are any item offered by the contractor that is not awarded and priced under their GSA Schedule contract or teaming partner's GSA Schedule contract. These items must be competed in accordance with FAR requirements if their cumulative total, over the life of the task order, exceeds or is expected to exceed \$3,000.

No Open Market Items are anticipated or authorized.

8.10 Reimbursable Costs. The inclusion of reimbursable costs is a direct allocation of costs associated with support of this task order. All reimbursable costs must be in conformance with the task order requirements and authorized by the Client Representative and the GSA Contracting Officer.

8.10.1 Travel.

Travel will not be required in the performance of this task order.

8.10.2 RESERVED.

8.11 Privacy Act. Work on this project may require that personnel have access to Privacy Information. Personnel shall adhere to the Privacy act, Title 5 of the U.S. Code, Section 552a and applicable agency rules and regulations.

8.12 Clearances.

N/A

- **8.13 Monthly Reporting.** Each report shall be due on the tenth (10th) business day following the close of the calendar month. The report shall be submitted in the GSA's electronic Web-Based Order Processing System (currently ITSS).
- **8.13.1** Monthly Status Report (MSR). The MSR shall contain the following information:
 - Brief description of requirements;
 - Brief summary of accomplishments during the reporting period and significant events regarding the task order;
 - Deliverables submitted or progress on deliverable products;
 - Any current or anticipated problems;
 - Brief summary of activity planned for the next reporting period;
 - Project Assignments: Skill level categories with contractor employee name(s) by CPC project.
- **8.14 Personal Service.** The client has determined that use of the GSA contract to satisfy this requirement is in the best interest of the Government, economic and other factors considered, and this task order is not being used to procure personal services prohibited by the Federal Acquisition Regulation (FAR) Part 37.104 titled "Personal Services Contract."

8.15 RESERVED.

8.16 RESERVED.

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8.17 Past Performance. In accordance with FAR 8.406-7, Contractor Performance Evaluation, and FAR 42.15, Contractor Performance Information, interim and final past performance information will be submitted by the GSA Contracting Officer, GSA Customer Account Manager, or COR through the National Institute of Health (NIH) Contractor Performance System (CPS) for archive in the Past Performance information Retrieval System (PPIRS). The CPS process allows the contractor to view and comment on the Government's evaluation of the contractor's performance. To that end, contractors shall register in NIH-CPS at https://cpscontractor.nih.gov within 45 days after award. Once the contractor's past performance evaluation is finalized in CPS, it will be transmitted to PPIRS. Per GSAM 542.1503(c), the Contracting Office Director will make the final decision regarding disagreements related to performance evaluations between the contracting officer and the contractor.

9.0 Invoices and Payment Information.

- **9.1 Payment Information.** The contractor shall provide the following payment information for GSA use. It must be an exact match with the information under the contract number in the ITSS Contract Registration (not the contractor's company or individual representative's registration) as well as with the information under the contractor's Data Universal Numbering System (DUNS) number in the Central Contractor Registration (CCR), http://www.ccr.gov. Mismatched information will result in rejected purchase orders and payments.
 - a. Company Name Legal Business Name and Doing Business As (DBA) Name
 - **b.** Mailing Address Contact and Address Information
 - **c.** Remittance Address Remit To Address Information
 - **d.** Employer's Identification Number Federal Tax ID
 - e. DUNS (Data Universal Numbering System)
- **9.2 Invoice Information.** The contractor shall provide the following information on each invoice submitted to ITSS and GSA's finance center.
 - a. Invoice Number do not use any special characters; ITSS and the invoice must match
 - **b.** ACT (GSA financial tracking number) Number from GSA Form 300, Block 4
 - c. GSA Task Order Number must match ITSS
 - **d.** Contract Number from GSA Form 300, Block 3
 - e. Point of Contact and Phone Number
 - **f.** Remittance Address
 - g. Period of Performance for the billing period
 - **h.** Charges, identified by deliverable or line item(s), with a narrative description of the service performed. Labor, reimbursable costs, and other charges (e.g., G&A) must be broken out.
 - i. Prompt Payment Discount, if offered
 - **j.** Total Invoice Amount must match the acceptance information posted in ITSS and cannot exceed the current task order ceiling

9.3 Invoice Submittal.

9.3.1 A copy of the invoice must be submitted to GSA's IT Solutions Shop (ITSS) web-based Order Processing System (http://itss.gsa.gov) or future equivalent. The Client Representative and GSA Customer Account Manager must approve the invoice in ITSS prior to payment.

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9.3.2 The original invoice must also be submitted to GSA's finance center. This may be done electronically to the finance center web site (http://www.finance.gsa.gov) or via regular U. S. mail to this address:

GSA BCEB P. O. Box 219434 Kansas City, MO 64121-9434

- **9.3.3** The invoice information posted in ITSS must match the invoice information submitted to GSA's finance center to initiate a receiving report.
- **9.3.4** The payment information must satisfy a three-way match (ITSS, GSA finance center, and CCR) for the invoice to be successfully processed for payment.
- **9.3.5** If the contractor submits a revised invoice, the revised invoice must include: 1) a unique invoice number, 2) a brief explanation, and 3) a cross-reference to any previous invoice submittals for tracking purposes and avoiding duplication.
- **9.3.6** Receipts, travel vouchers, etc. to support charges for other than employee labor hours must be completed in accordance with applicable Government regulations. The contractor shall maintain originals and make them available to the Government upon request. The contractor will also provide copies when requested by the Government.
- **9.3.7** Reimbursable costs must not exceed the limit(s) specified in the task order. The Government will not pay charges that are not specifically identified in the task and approved, in advance, by the Government.
- **9.3.8** Invoices for final payment must be so identified and submitted when the task has been completed and no further charges are to be billed.
- **9.3.9 Payment Schedule.** The contractor shall invoice for deliverables in accordance with the payment schedule that was submitted to and approved by the GSA Contracting Officer.
- **9.4 Task Order Closeout.** The contractor shall submit a final invoice and a completed and signed Release of Claims (GSA Form 1142, or equivalent) to the Contracting Officer, within forty-five (45) calendar days after the end of the performance period. After the final invoice has been paid, the contractor shall receive a unilateral modification for task order closeout.

10.0 RESERVED

11.0 Reference Information.

11.1 Definitions & Acronyms.

CBRN Chemical, Biological, Radiological, Nuclear

CCR Central Contractor Registration

CPC U.S. Air Force Counterproliferation Center

CR Client Representative

CWMD Counter Weapons of Mass Destruction

DoD Department of Defense

DUNS Data Universal Numbering System

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FOR OFFICIAL USE ONLY

ITSS GSA's IT Solutions Shop (web-based order processing system)

NBC/M Nuclear, Biological, Chemical, and Missile

SME Subject Matter Expert

WMD Weapons of Mass Destruction FOB - Forward Operating Base

CA - Civil Affairs

MISO- Military Information Support Operations

SWTG Special Warfare Training Group
DPW Department of Public Works
GFE Government Furnished Equipment
CFE Contractor Furnished Equipment
COR Contracting Officers Representative

SF Square Foot MPH Miles per hour

HVAC Heating Ventilation and Air Conditioning

DFAC Dining Facility

TB Med Technical Medical Bulletin

HE High Efficiency

Conex Steel Shipping Container, ISO 20' unit OSHA Occupational Safety and Health Act

UXO Unexploded Ordinance

HAZCOM Hazardous Communications Program

11.2 RESERVED.

11.3 Attachments.

Contractor Manpower Reporting Application

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the US Army via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: http://www.ecmra.mil

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk at: http://www.ecmra.mil

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Solicitation Number:

ID04140085

Notice Type:

Combined Synopsis/Solicitation

Synopsis:

This is a combined synopsis/solicitation for commercial services prepared in accordance with the format in Subpart 12.6, as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; proposals are being requested but a written solicitation will not be issued. This is a request for quotes with a solicitation number of ID04140115. The North American Industry Classification System Code (NAICS) is 541614 with a small business size standard of \$15 million. The period of performance (PoP) will be either on the date of award or no later than Sept 26, 2014 with two (2) 12 month option periods. There is no guarantee that options on the follow-on years will be exercised. Any award to be made from this solicitation will be based on the best value tradeoff process.

- 1. To be considered for award your company shall obtain a Dun and Bradstreet Number (DUNs). You may obtain this number free of charge at 1(866)705-5711. Your company must also be registered in System for Award Management (SAM) with the appropriate NAICS code for this solicitation, web site: https://www.sam.gov.
- 2. Description of Requirement: The purpose of this solicitation is to obtain contractor support to furnish temporary facilities including all necessary equipment, labor, supervision and supplies necessary for the Support Battalion/1st SWTG (A) at FOB Freedom/Freedom Village to accommodate as many as 394 students at any given time for up to 50 training weeks. Support Battalion requires site support for day-to-day operations, portable offices, latrine service, potable water/waste water services, shower units, sink units, self-serve laundry, environmental control unit (ECU) maintenance, generator maintenance, structure maintenance for government owned structures, general maintenance, and site support equipment.

Performance Work Statement: See attached

- 3. Proposals Due: Proposals are due 12 Sept 2014 at 3:00 P.M. Eastern Standard Time (ET). Proposals can ONLY be submitted via AAS Business Systems (AASBS) Portal, formerly IT-Solutions Shop (ITSS).
- 4. Proposals Submission: FAILURE TO FOLLOW these instructions will NOT constitute a reason to grant an extension to the closing date for this solicitation.

To be considered for award and receive answers to questions, amendments to solicitation, etc., ALL interested Offerors shall submit their proposal via AASBS. Proposal will ONLY be received and awarded via AASBS. To register contact AASB helpdesk at 1-877-472-4877 or https://web.itss.gsa.gov.

THE DOCUMENTS IN AASBS ARE THE OFFICIAL DOCUMENTS TO BE USED FOR SOLICITATION. To be added to the solicitation via AASABS, receive amendments, answers to questions, and be considered for award, all interested Offerors send below points of contact an email identifying (1) vendor's name, and (2) the name of an individual Offeror employee who will act as the Offeror's GSA point of contact (POC) for this requirement that is "registered in AASBS. OFFERORS SHALL IDENTIFY THE COMPANY NAME OF THE OFFEROR AND THE POC'S NAME EXACTLY AS IT APPEARS IN AASBS. "Registered in AASBS" or "Registration in AASBS" means a Offeror is successfully registered in AASBS such that the Government can select Vendor's designated POC in AASBS to receive the RFQ, view an order, and be able to submit a proposal. Some Offerors have multiple company divisions and employees registered in AASBS making it difficult for GSA selection. Therefore, to ensure that all interested Offerors receive the RFQ, prompt submission of the above AASBS vendor information (Offeror's name and POC) is requested. An email must be sent to jacqueline.milton@gsa.gov and faith.shelton@gsa.gov in order to receive RFQ via AASBS. This will ensure that potential Offerors receive a copy of the RFQ and have the opportunity to submit a proposal. Extension to the RFQ closing date and time will not be granted due to late registration in AASBS or not being registered in AASBS. Any proposal received by GSA after the closing date/time is late and shall not be evaluated and will not be considered for award.

Points of Contact: GSA Senior Contracting Officer: Faith V. Shelton faith.shelton@gsa.gov

GSA Contract Specialist Jacqueline Milton jacqueline.milton@gsa.gov 404-224-2203

- 5. FORMAT. Offers shall be organized to correspond with the factors of evaluation and submitted in an 8½-in X 11-in format using 12-point Times New Roman type and 1-in margins, and should be in a Microsoft Word (doc) or Adobe Portable Document Format (pdf) file. Use of graphics must be minimized. Text within tables and graphics may be smaller, if necessary, but must be legible. The total page count shall not exceed 20 pages. A cover page, table of contents, and index are not required but, if included, do not count toward the page total. Teaming agreements, if included, do not count toward the page total. Pricing shall be submitted separately from the technical quote.
- **6.** REQUIREMENT DESCRIPTION: As specified within the Performance Work Statement (PWS).
- **7.** EVALUATION: This procurement is being conducted under FAR Part 8.4. This is not a FAR Part 15 negotiated competition. The Government will select the quote that offers the overall best value to the Government and that meets the requirements of PWS. Best value is defined as the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement, in accordance with FAR 2.101.

The best value will be determined by comparing differences in the value of non-price factors with differences in price to the Government. In making this comparison the Government is more concerned with obtaining technical ability than with issuing a task order at the lowest overall cost to the Government. However, the Government will not issue a task order at a significantly higher overall price to the Government to achieve slightly higher technical ability to provide the desired Learning Management System.

In other words, price/cost is not expected to be the controlling factor in the selection of a Contractor for this task order. However, the degree of importance of price as a factor could become greater depending upon the equality of the quotes for other factors evaluated. Where competing quotes are determined to be substantially equal after evaluation of all non-price factors, the total price and other price factors could become the controlling factor. The two (2) non-price factors are listed in descending order of importance are: Past Performance and Project Plan.

8. FACTORS OF EVALUATION. With respect to the non-price factors, offeror's are on notice that contractor is solely responsible for furnishing in its quote adequate details to allow the Government to assess the offer on the factor; a failure to submit adequate details may result in the Government assigning weakness or increased risk to successful performance associated with the offeror's submission.

The following factors, in descending order of importance will be used to evaluate all offers. All evaluation factors, other than price, when combined, are significantly more important than price.

A. Past Performance. Offeror's shall submit documentation evidencing the performance of a maximum of three (3) contracts/task orders during the past three (3) years or current contracts/task orders with similar in size, scope, complexity, and dollar values to the solicited task order. Past performance information must include a point of contact (name, company name, phone number, fax number and email), contract number, contract type, dollar value, date of award, performance period, and a brief narrative describing the size, scope, dollar value, and complexity of the work. Offeror's shall also describe their role in the project and its relevance to the solicited task.

Offeror'ss shall provide the separately attached Past Performance Questionnaire to the points of contact for the referenced projects. The point of contact for a referenced project must submit a completed questionnaire <u>no later than</u> the closing date/time via email (electronic copy to <u>Jacqueline.Milton@gsa.gov</u>). The questionnaire must come directly from the point of contact. Offerors shall be responsible for ensuring points of contact submit questionnaires by the closing date/time. The Government will also review information contained in Past Performance Information Retrieval System (PPIRS).

If a the offeror has no relevant experience for similar services, the Offeror must provide the point of contact information for current contracts that reflect the Offeror's normal business endeavors within the last three years.

Past performance will be evaluated as a measure of the Government's confidence in the Offeror's ability to successfully perform this project based on demonstrated relevant and performance last three (3) years. In conducting the performance risk evaluation, the Government may use data provided by the Offeror and data obtained from other sources that it considers current, accurate and relevant. Greater weight shall be given to information received from past performance questionnaires, than the written information furnished by the Offeror in their quote.

In evaluating past performance, the Government will review how well the Offeror has performed on other relevant comparable projects. In making this determination, the Government will review the following elements:

- Quality of Work
- Personnel
- Customer Satisfaction
- Timeliness of Performance
- Business Relations

A. The extent to which they show relevant performance and likelihood of success in meeting the government's requirements as identified in the Performance Work Statement;

B. Experience, as demonstrated by current projects and those completed within the past three (3) years.

Offers will be evaluated on the extent to which they show:

- **a.** Relevant corporate experience, as demonstrated by successful performance on current projects and those completed within the past three (3) years. These should include successful experiences in managing projects of comparable scope and complexity.
- **b.** Timely and acceptable completion of comparable projects.
- **B.** Project Plan. Offeror shall document the plan for completing the work and describe their knowledge and understanding of the requirements outlined in the PWS. The Offeror shall identify any anticipated barriers and/or risks to performance, and describe how they will be mitigated.

Quotes will be evaluated on the extent to which they demonstrate adequacy to perform the PWS requirements and understanding of problems associated with performance of the task including:

- A. Offerors' understanding of the requirements outlined in the PWS.
- B. Soundness of contractor's technical and management approach to provide the required support within the specified time frame.
- C. Offerors' capability to deliver and support deployed logistics services.
- D. A description and/or listing of which portion of the effort will be subcontracted, if any.
- **9.** PRICE: In determining the total price reasonableness, the Government will consider the level of effort and the mix of labor quoted to perform the task order requirements; the total quoted price will be evaluated. The Offeror shall <u>use the Government-provided format in the pricing template</u> for their quote, and provide pricing as a separate document (do not combine with technical portion).
- 10. QUOTE SUBMISSION. All quotes must contain the information necessary to satisfy the factors of evaluation in the identified format. Failure to do so may result in exclusion from consideration.

CONTRACT CLAUSES:

The resulting contract will incorporate clauses by reference, with the same force and effect as if they were given in full text. The full text of a contract clause may be accessed electronically at this address: http://farsite.hill.af.mil

52.212-4, Contract Terms and Conditions - Commercial Items (Feb 2012)

- 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders Commercial Items (Jan 2013). The following clauses contained within 52.212-5 are applicable and incorporated by reference:
- 52.202-1, Definitions
- 52.203-5, Covenant Against Contingent Fees
- 52.203-6, Restrictions on Subcontractor Sales to the Government, Alt I
- 52.203-7, Anti-Kickback Procedures
- <u>52.203-17</u>, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights
- 52.204-8, Annual Representation and Certification
- 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards
- 52.204-99, System for Award Management
- 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
- 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters
- 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations
- 52.211-11, Liquidated Damages--Supplies, Services, or Research and Development
- 52.217-8, Option to Extend Services
- 52.219-8, Utilization of Small Business Concerns
- 52.219-28, Post Award Small Business Program Re-representation
- 52.222-3, Convict Labor
- 52.222-17, Nondisplacement of Qualified Workers
- 52.222-21, Prohibition of Segregated Facilities
- 52.222-26, Equal Opportunity
- 52.222-35, Equal Opportunity for Veterans
- 52.222-36, Affirmative Action for Workers with Disabilities
- 52.222-37, Employment Reports on Veterans
- 52.222-40, Notification of Employee Rights Under the National Labor Relations Act
- 52.222-41, Service Contract Act of 1965
- 52.222-42, Statement of Equivalent Rates for Federal Hires
- 52.222-43, Fair Labor Standards Act and Service Contract Act Price Adjustment
- 52.222-50, Combating Trafficking in Persons
- 52.222-54, Employment Eligibility Verification
- 52.223-17, Affirmative Procurement of EPA-designated Items in Service and Construction Contracts
- 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving
- 52.225-13, Restrictions on Certain Foreign Purchases
- 52.227-14, Rights in Data-General
- 52.232-1, Payments
- 52.232-33, Payment by Electronic Funds Transfer Central Contractor Registration
- 52.233-3, Protest After Award
- 52.233-4, Applicable Law for Breach of Contract Claim
- 52.246-4, Inspection of Services
- 252.201-7000, Contracting Officer's Representative (Dec 1991)

252.212-7001, Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items (Mar 2013)

The following clauses contained within 252.212-7001 are applicable and incorporated by reference:

52.203, Gratuities

252.203-7000, Requirements Relating to Compensation of Former DoD Officials

252.205-7000, Provision of Information to Cooperative Agreement Holder

252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns

252.232-7003, Electronic Submission of Payment Requests and Receiving Reports

252.243-7002, Requests for Equitable Adjustment

252-247-7023 Transportation of Supplies by Sea

252-247-7024 Notification of Transportation of Supplies by Sea (Mar 2000)

252.232-7010, Levies on Contract Payments (Dec 2006)